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Current Topics.

Dies Irae.

IT IS IDLE to deny that there exists an undercurrent of uneasiness amongst lawyers, especially amongst those who have much conveyancing practice, as the fateful 31st December, 1925, approaches, the date on which the Old Law of Property suffers "a sea-change into something rich and strange." To vary the imagery, this fateful day bears a certain resemblance to the Day of Judgment, as mediæval canon lawyers conceived it, when *Dies Iræ, Dies Illa, Solvet Mundum in Favilla.* The mediæval world believed that the eleventh century was the predicted millenium of the Early Church, and that at some period between the year 1000 and 1099 A.D. the world would be dissolved into ashes and all men would be judged. Hence the whole of that disturbed century was a period of fastings, pilgrimages, penances, crusades, foundings of monasteries, and retirements of hermits into the wilderness. It was not until the year 1100 A.D. had come and gone without the expected upheaval that men gradually regained their self-assurance and showed the intensity of their relief by a rebound from austerities into gaieties, plays, masquerades and carnivals. 31st December, 1925, however, is not likely to be put off in this way, and conveyancers are slowly reconciling themselves to the inevitable. They are preparing themselves for the worries and troubles necessarily incidental to any great transition in law. Lectures and courses of lectures have been organized everywhere by the Law Society, the Provincial Law Societies, the Solicitors' Managing Clerks' Association, and other bodies; these will explain and elaborate the more important features of the New Law. It is not necessary for us to again remind our readers that the courses delivered respectively by Sir BENJAMIN CHERRY at The Law Society's Hall and Mr. TOPHAM, K.C., in Essex Hall, will be reproduced *in extenso* each week in THE SOLICITORS' JOURNAL.

Dies Illa.

BUT THE 1st January, 1926, the counterpart of the 31st December, 1925, since the latter is the funeral day of the Old Law, and the former is the birthday of the New Law, need not necessarily be the occasion of so much concern. The principles of the New Law are really rather simple, once they are grasped; it is only the details which repel by their number and complexity. Lawyers who have mastered those principles, we think, need not worry too much about the details. Reversing an old maxim, this is one of those cases in which the conveyancer should take care of the pounds, then the pence will take care of themselves. We doubt whether it is a wise plan for solicitors to commence their studies of the New Law as so many are doing, by reading through diligently and conscientiously the whole of the Nine Acts which contain the mysteries in all their manifoldness and multiformity! We doubt whether it is even a good plan to commence by reading a digest or concise guide to the whole of the Nine Acts, although at least two good guides to the statute-law now exist; it would be rather invidious to mention in this column the names of text-books on a subject like this, and therefore we refrain. The best plan of commencing the study of the New Conveyancing, we believe, is to grasp its essential principles. This can probably best be done by attendance on a course of lectures or by perusing a reprint of such a course or by reading some smaller text-book which merely explains the principles. For a lecturer necessarily has to eliminate details in order to cover the ground; hence he gives, or ought to give, if he understands his business, a survey and ground plan of the wood, not a bare catalogue of the trees. There are certain matters which a really useful set of lectures on the New Law ought to make clear; other subjects can be left for private study. The main purpose of the New Conveyancing must be expounded, namely the effort to effect simplicity, security, and economy in the system of unregistered conveyancing by (1) getting rid of the "automatic" transfer of estates without any novel deed or act in the law which results from the Statute of Uses and the old Common Law Limitations; (2) putting an end to the separate deduction of undivided shares in land by vesting the entirety in trustees for sale; and (3) the removal from the title of equitable interests and equities except in a few cases, and even then, as a rule, only when the interests so excepted are registered. It is to effect this that the Statute of Uses has been repealed, Common Law Limitations have been abolished, and all estates

have been reclassified on revolutionary lines into some seven types of legal estates, all the rest being relegated to the mere status of equitable interests and placed " behind a curtain " so that they need not touch a purchaser for money or money's worth—from one of the half-dozen classes of person on whom the New Law confers a right to convey in such a way as to over-reach equitable interests, except such as are capable of being registered. Once this main principle is grasped our experience is that lawyers, especially expert conveyancers, will speedily master the main lines of the changes.

Solutio Mundi.

BUT THE CHANGE which will come into being in the *punctum temporis* which intervenes between midnight of 31st December, 1925, and the commencing minute of 1st January, 1926, in one way differs very greatly from that of the Day of Judgment, as understood by the Canon Law, to which we have ventured to compare it. For the SOLUTIO MUNDI contemplated by the Canon Law was to occur in a moment of time ; but the change from the Old Conveyancing to the New Conveyancing will be spread over thirty years. This does *not* mean that the coming into operation of the New Law will be postponed partially for thirty years ; on the contrary, subject to one or two trivial exceptions, the New Law comes into force once for all on 1st January, 1926. But the length of title which the statute requires under an open contract of sale is thirty years, reduced from the present period of forty years. Hence during this period of thirty years there will be some part of every abstract of title (at any rate, under an open contract), which will be governed by the principles of the Old Conveyancing, and will have to be investigated in the old way. For example, take an agreement to sell, made on 1st January, 1946. Here the root of title, under an open contract, must go back to 1st January, 1916. The statutory period of thirty years will render necessary an Abstract of Title covering the years 1916 to 1946. Ten of those years will be governed by the Old Conveyancing, and twenty by the New Conveyancing. The first third of the Abstract of Title will require investigation on the old lines, because it will relate to transactions *prior* to 31st December, 1925. The second two-thirds will be investigated on the much simpler and shorter and securer new lines, for they cover deeds and acts in the law all *subsequent* to that date. Thus, during a transition period of thirty years, the conveyancer will have in practice to know and to apply both systems. In our view this offers an excellent opportunity for working alliance between the middle aged and the young. The young practitioner will know the New Conveyancing rather more thoroughly than older men, to whom it represents an upheaval of all their habits ; but he cannot possibly hope to understand the Old Conveyancing so well as men who have been practising it every day for years. Hence a sort of working partnership between a man in the twenties and one in the thirties, the forties or the fifties, ought to give useful results. Elderly conveyancers in Lincoln's Inn, indeed, are already looking out for youthful " devils." And the young conveyancer, whether barrister or solicitor, who is just about to commence practice, will find the assistance of an older man very valuable.

In Favilla.

BUT NOTWITHSTANDING the interregnum of thirty years, what must result in practice, for the reasons just pointed out, the fate of the Old Conveyancing is only postponed, not finally averted. Certain it is that the old methods of investigating title will go, and go for ever. But is it equally certain that this new system will strike a firm root ? It is very hard to say. Many very experienced solicitors are doubtful ; they are inclined to think that the worries and intricacies of mastering the new system will drive lawyers, especially in the provinces, into a mood of mind in which they will press their clients to solve the difficulty by getting their titles registered. That, of course, is one solution, although it is cutting the Gordian knot instead of untying it. Furthermore, these critics suggest that a resort to voluntary registration on the part of a considerable minority of landowners may alter the existing current of restraint towards registration of title—it may come to be positively preferred as the lesser of two evils ; and county councils may withdraw their present resolute opposition to any extension of the areas subject to it. One or two county boroughs, indeed, are said to be already changing their attitude towards compulsory registration. And after ten years, of course, the New Law provides for compulsory orders establishing registration in particular areas, although various bodies, including local Law Societies, must be consulted before such an order is made. If this tendency should develop, probably the New Conveyancing will perish in infancy, replaced by a system of Registered Conveyancing. In that case, the old world of the conveyancer will, indeed, have dissolved into ashes. But probably those views are unduly pessimistic. Threatened men have long lives. Clients with hypertrophical hearts or degenerate lungs, whom insurance companies insist on loading as inferior lives with a specially heavy premium, have a perverse way of living to be Octogenarians. So the New Conveyancing may survive all the diseases of infancy and may outlive in longevity even the old system which Sir ORLANDO BRIDGMAN brought into existence in the days of the Commonwealth.

Inter Umbras.

BUT WHATEVER be the fate of the New Conveyancing and whatever the duration of its existence, no doubt it too will have its day and will be superseded, be it in decades or in centuries, by the next great experiment which some future Chancellor will insist on making. All institutions are subject to a Rule of Nature which forbids Perpetuities, and this is as inevitable in its operation as the similar Rule of Law enforced by our courts. Of each successive phase in our evolved law of Real Property, Manorial Feoffments, Medieval Conditional Limitations, Sir ORLANDO BRIDGMAN's Shifting and Springing Uses, Lord BIRKENHEAD's " Curtain Clauses," it may be said, in the words of Lord MACAULAY's " Lays of Ancient Rome," " 'Tis the man who slew the slayer, and shall himself be slain." Doubtless, down in Tartarus or in the Elysian Fields (our sources of information do not tell us which), the shade of Sir ORLANDO BRIDGMAN has been perusing the Law of Property Acts and is preparing incisive and instructive comments upon them to be uttered in vigorous language when Lord BIRKENHEAD, be the date long distant, is in his turn ferried over the Styx. The *rencontre*, indeed, between those two virile and magnificent personalities, when they debate their differences under the impartial chairmanship of MINOS or of RHADAMANTHUS, is a theme which we commend to the sculptor, the painter, or the dramatist, whose function it is to portray there episodes of the dramatic in human affairs. But, in the meanwhile, turning away from those intriguing speculations, the practical man of law must confine his energies to attempting the understanding of the New Law and to essaying the practice of the New Conveyancing.

Ex-Service Records.

SIR ERNEST WILD has performed a public service in calling attention at the Old Bailey to the attitude of those judges, magistrates and chairmen of Quarter Sessions who announce that they refuse to pay any attention to the war records of ex-service men who have the misfortune to come into the courts as defendants in criminal cases. One learned judge, indeed, has gone so far as to say that he considers a good ex-service record as an *aggravation* of the prisoner's offence, since *" a man ought to be improved by the discipline of military service."* The point of view, which seriously supposes that any except a few unusually saintly men are likely to pass through the temptations and the sufferings of military service

without some blunting of the sensibilities, is really so obviously unsympathetic and bland that we need not comment on it; unfortunately, it is becoming much commoner than it was. We are glad to find the Recorder of London vigorously protesting against it. As Sir ERNEST truly says, the nation owes everything to the men who bore the burden of military service, and who bore it, not because they were more responsible for the war than those who did not serve, but simply because age or other reasons render them specially fitted for the necessary sacrifice. That being so, having borne exceptional burdens, they ought to meet with exceptional consideration, both in criminal cases and in civil life, whenever that is reasonably possible. Violence under provocation, in particular, comes much more readily to men accustomed to use the bayonet or weakened in nerve-control by the strain of long endured bombardments in the trenches. Some recognition of this fact is a matter of elementary justice, especially in matrimonial cases where the defendant is an ex-service husband harrassed by a nagging wife, but many magistrates quite seem to overlook all this. The Recorder of London, while not suggesting for a moment that ex-service records should be allowed to excuse wanton brutality or should be converted into a licence to commit crime, has nevertheless rightly emphasised the importance of never omitting to consider such records carefully and of giving them *all* weight which is reasonably possible.

Declarations *in Articulo Mortis.*

ONE HARDLY expects a new point of law to be raised nowadays in the case of so very familiar a rule of evidence as that which admits the dying declarations of the victim in a homicide case, provided such declarations have been made in the settled expectation of death. But the Romans had a maxim, *ex Africa aliquid semper novi*, and in *Young* v. *The King*, 7th July, the distant Protectorate of Swaziland has given rise to an interesting novel point in this trite branch of law. The case came before the Judicial Committee by way of an application for special leave to appeal against a conviction for murder; the substantive ground of the application was that a "dying declaration" had been improperly admitted in evidence for the Crown; it did not satisfy, it was alleged, the conditions precedent which hedge round hearsay evidence of this kind. The facts were these: The deceased spoke the Portuguese language; he made his statement, which undoubtedly was made *in articulo mortis*, to an English official, the Assistant District Commissioner for the locality in which the murder occurred. But the Commissioner spoke no Portuguese; therefore the services of an interpreter were required. No interpreter was available, however, who could speak both Portuguese and English. Therefore the services of two natives were required as interpreters; the first translated the dying man's words into Swazi, and the second translated this Swazi into English. Obviously there is here a very considerable opportunity for error however conscientious the interpreters might be. The story of the dying man, too, was not told as a continuous narrative by himself; it was elicited as the result of a long series of questions and answers put in the same doubly indirect way, although the translations of the questions followed the reverse order, being converted from English into Portuguese *via* Swazi. Nay more, no record of these questions and answers was made or kept; the officer simply reduced the completed story into writing, caused it to be read over to the deceased by the same cumbrous indirect process and got him to affix his mark to it. The ultimate result certainly seems hearsay of a very decided kind, and it is a little difficult to bring it within the exception which permits hearsay in the case of statements made *in articulo mortis*. In *Rex* v. *Mitchell*, 17 Cox C.C. 503, it was held that the statement should contain both the questions and the answers put; and in *Rex* v. *Bottomley*, 1903, 38 L.J. 311, it was held that, at any rate, it must contain the answers at the very least. These cases throw much doubt on the validity of the dying declaration in this case; but against them must be put *Rex* v. *Steele*, 12 Cox C.C. 168, which held that a dying declaration, not strictly admissible as such, may nevertheless be put in evidence if finally read over and approved by the deceased. In the present case, the Judicial Committee refused leave to appeal. But, of course, in criminal causes the Privy Council does not act as a Court of Criminal Appeal; it does not hear criminal appeals unless there has been some violation of natural justice.

Jurisdiction over Protectorates.

AT FIRST we were a little puzzled to understand how *Young* v. *The King*, *supra*, was appealable to the Judicial Committee at all, for Swaziland is a protectorate, not a colony, and the general rule is that the subjects of a Protected Native State are foreigners, not British subjects, so that there is no right of appeal from their courts to His Majesty in Council. But on further investigation we discovered that under the provisions of the Foreign Jurisdiction Act, 1890, where British courts are set up in occupied or protected foreign territory under a Royal Proclamation or Order in Council or otherwise, and either supersede the native courts or exercise an independent concurrent jurisdiction, these courts are deemed to be British courts on British territory, and their decisions are appealable to the Judicial Committee; indeed, the Order in Council regulating the administration of the occupied territory already provides for such an appeal. It is in this way that appeals lie from our consular courts in countries such as China, Egypt, Morocco, and formerly, until the recent abolition of the capitulations under pressure from the New Turkish Republic, in Constantinople and elsewhere in the Turkish Dominions. Swaziland is a protectorate of this kind: it is administered under an Order in Council which vests the ultimate authority in the High Commissioner for South Africa, who is also the Governor-General of the Union of South Africa. At present, we understand, the whole *status* of Swaziland is a matter of great doubt, and is likely to be the subject of an interesting constitutional case brought by way of appeal to the Privy Council by KING SEBUZA, the present monarch of this Protected State. The appeal concerns the rights of natives to remain, without entering into wage-contracts, on Crown Lands granted to European Concessionaires.

An Overseas Inquest.

'A propos of our recent story about the American tramp who sued a newspaper for libel, we have been furnished with the following story by a distinguished King's Counsel of the Australian Bar, who has enjoyed a seat both in one of the Australian and in the English Senates. When a young man out in Australia, he was one of a party of lawyers who had been attending circuit in some mining town, and after the court was over went on a shooting excursion in the neighbourhood. The local coroner was one of the party. Seeing a white object fluttering on a distant rock, the party all fired at it; to their horror they found that they had struck on an encampment of natives and had killed one of the black fellows. The hat went round to provide compensation for the victim's companions and relatives; but the legal aspect of the affair troubled them. The coroner, however, was quite equal to the occasion. He sat down, took out his writing case and drew up an official order convening an inquest *there and then*. He empanelled twelve of the party as jurymen. He called the others as witnesses and took careful note of their evidence. The jury then considered their verdict and unanimously found that the deceased had been found dead as the result of an accident while hunting. This verdict was duly entered in the official records. But, according to our informant, some troublesome law-officer, as he puts it, considered that the proceedings were invalid because the inquest took place *on the same day as the death*, and a new inquest was held.

The Scope of Employment.

THERE are three classes of cases in which, under our existing law, it becomes important to consider the ambit of a workman's or an agent's employment in order to see what precisely are its extent and its limits. The first of these cases arises when a workman authorized as agent to enter into small contracts on behalf of his employer, for example, a foreman builder or carpenter who orders timber nails or tools for a job in hand, is acting within the scope of his employment in such a way as to bind his master by his contracts. In such cases the employer has usually ratified by accepting the benefit of the materials so obtained, or, at any rate, has in fact received them in such a form that he cannot restore the materials unused, so that rules of "ratification" of "estoppel," and of "*Quantum Meruit*" for a "constructive contract" usually obscure the more fundamental question of the workman's authority. The second class of case is that in which a workman commits a tort for which his employer is sued on the principle of "*Respondeat Superior*"; then the question at once emerges whether he purported to act on behalf of his master, and in the scope of his employment or in control, by permission of his employer, of the means or instrument by which the tort was committed. The third class of case arises out of statute law, namely, the Workmen's Compensation Acts, 1895 to 1923, and is concerned with the statutory obligation of a master to compensate his workman for accidents suffered by the latter which arise "out of and in the course of his employment."

Needless to say very difficult issues involving fine considerations of logic have arisen out of the Workmen's Compensation Acts. It has not been easy to say what exactly is an "accident," or when it arises "out of the employment," or when it arises "in the course of the employment." The position is complicated by the fact that the earlier statutes excepted from the employer's liability, in certain cases, accidents due to the "wilful misconduct" of the workman, and many of the most important cases in the reports are concerned with aspects of this question, which later legislation had rendered unimportant. In a series of decisions during the decade just before the war, too, the courts gradually developed an interesting doctrine which excused liability where the workman's conduct, out of which the accident arose, was so contrary to his instructions as to amount to a constructive repudiation by law of the employment, thereby giving the employer an option to treat it as terminated on learning of the repudiation; in another series of decisions liability was excused if the workman, by his conduct, had assumed a new task not entrusted to him or had added a "novel risk" to the employment. In the first of those classes of cases, the "constructive repudiation," by automatically terminating the employment (if the employer so elected), put the accident *outside* "the course of the employment"; in the second class, the assumption of an "added risk" caused the accident to arise out of the new task given himself by the workman and not out of that entrusted to him by his employer, so that it did not arise "out" of the employment. Notwithstanding recent legislation, some of those cases are still of interest and importance, but others have lost their value, as the result of the enactment of s. 7 of the Workmen's Compensation Act of 1923.

THE RULE IN JONES *v.* TARR.

The object of this statute and section has been very clearly explained by the Master of the Rolls in the recent case of *Jones* v. *Tarr*, 15th July. Section 7 of the Act of 1923, said the learned judge in substance, was passed to bring back within the ambit of the Act certain cases which had been held to fall outside the sphere of the workmen's employment by reason of disobedience to statutory or other regulations, or the orders of the employer: *Davies* v. *Gwauncae-Gurwen Colliery Company* (1924, 2 K.B., 651; 17 B.W.C.C., 181). Section 7 was to be regarded as merely ancillary to the Act of 1906; it was to be read along with s. 1 of the principal Act. But it would be going far beyond any reported decision to hold that the section could be used to bring within the Acts an accident happening to a workman engaged in something quite outside the scope of the employment. Lord ATKINSON, in *Barnes* v. *Nunnery Colliery Company, Limited*, 28 T.L.R., 135; 1912, A.C., 44, said at p. 49:—

> "In these cases under the Workmen's Compensation Act a distinction must, I think, always be drawn between the doing of a thing recklessly or negligently which the workman was employed to do and the doing of a thing altogether outside and unconnected with his employment."

That distinction must still be regarded as a primary test. In *Plumb* v. *Cobden Flour Mills Company* (30 T.L.R., 174; 1914, A.C., 62) Lord Dunedin observed in an interlocutory remark (7 B.W.C.C., at p. 3):—"If you cannot show that Plumb was entitled in the carrying out of his work to adopt this plan, you cannot win," and in his judgment he said:—

> "The fallacy of this consists in not adverting to the fact that there are prohibitions which limit the sphere of the employment, and prohibitions which only deal with conduct within the sphere of the employment. A transgression of a prohibition of the latter class leaves the sphere of employment where it was, and consequently will not prevent the recovery of compensation. A transgression of the former class carries with it the result that the man has gone outside the sphere."

THE FACTS IN JONES *v.* TARR.

Now, in the case of *Jones* v. *Tarr*, *supra*, an attempt was made to bring within the scope of s. 7 a very unusual and extraordinary set of facts. The attempt failed, for the court saw its way to distinguish those facts. But the case is extremely interesting not only because the facts were in themselves remarkable, but also because the case is obviously a borderline case, and the *ratio decidendi* which excluded liability will often arise in the future.

The facts in *Jones* v. *Tarr*, then, were briefly these. The appellant took proceedings in the County Court of Madeley, Shropshire, before Judge IVOR BOWEN, claiming statutory compensation for the death of her father, William Jones, as having been caused by accident arising out of and in the course of the employment. Jones was employed by Tarr, the owner of one of several small and very shallow coalpits in the district, to brick in the inset of the shaft. Two others were working with him on a slung scaffold, a man named Smith and a lad named Gears, an adopted son of Jones. In the course of his work Jones found that he had omitted to bring with him a "bricking hammer"—one of the tools supplied by the employer—and sent Smith and Gears to an adjoining pit belonging to one Harriman, about seven yards deep, to look for and bring back a hammer belonging to Jones's brother, which he (Jones) believed was in the pit. Smith let Gears down Harriman's pit in a bucket; he got the hammer and was being wound up again by Smith when, being overcome by gas (known as afterdamp), he fell out of the bucket. Smith went to fetch Jones, who hurried to the pit and was lowered to the bottom, but before he could bring up Gears's body he was overcome by the afterdamp and was asphyxiated. Both lives were lost.

The county court judge held that s. 1 of the Workmen's Compensation Act, 1906, must now be read with s. 7 of the new Act of 1923, under which an accident occurring to a workman when engaged on any work done for the purposes of the employer's trade or business is to be deemed to arise out of and in the course of the employment, notwithstanding that the workman at the time the accident happened was acting contrary to a statutory or other regulation applicable to the employment, or contrary to his employer's orders, or

without any instructions from him. He held that Jones in going to the rescue of Gears was doing something for the purposes of his master's business, and although it was outside the scope of his employment the emergency brought the case within the Acts, and he made an award for the defendant. The employer appealed, and it was in allowing this appeal that the Master of the Rolls delivered the illuminating judgment, part of which has been quoted above. The Court of Appeal, while expressing sympathy with the dependents of the deceased, came to the conclusion that the appeal must be allowed.

Extraneous Emergencies.

Now this is obviously a case in which our human sympathies are enlisted very powerfully on behalf of the claimant, but the question arises whether this is one of those cases which s. 7 of the Act of 1923 intended to cover, namely, cases in which a workman, anxious to help, has disregarded his employer's instructions really in the employer's own interest, or whether it is one of those cases in which the workman has been dealing with a wholly new emergency not arising "out" of the employment at all, but out of a new situation foreign to his employment.

As the Master of the Rolls put it in his very interesting and able judgment: "Applying that to the facts of the present case, how did Gears get into Harriman's pit? He was sent there by William Jones, not on his employer's business, but in the hope that he might be able to borrow a hammer from Jones's brother. It appeared to him (his lordship) that, tested in that way, it was impossible to say that Jones was entitled to exercise his authority on Gears so as to enlarge the sphere of the employment. Jones, for his own purposes and exercising his own authority over his adopted son, was going right outside the sphere of his and Gears' employment. And if that were so, that really decided the present case. Jones was not brought back into the sphere of the employment under s. 7 of the Act of 1923 simply by disregarding instructions. That also made it unnecessary to deal with the point raised by Mr. Joy—*viz.*, that an emergency had arisen, and that, inasmuch as it was the duty of all of us to save life, the case was thereby brought within the Acts. The emergency must not be something arising out of an act entirely foreign to the employment. Then by s. 110, s-s. 2, of the Coal Mines Act, 1911, any workman engaged in any rescue work at a mine was for the purposes of the Workmen's Compensation Act, 1906, to be deemed while so engaged to be employed by the owner of the mine. But here the owner of the mine where Jones went to the rescue of Gears was not the respondent, but Harriman. In his (his lordship's) opinion there was no evidence upon which the learned county court judge could come to the conclusion that the lad Gears in going to the pit to get the hammer was acting within the scope of the employment. The judge had misdirected himself in law, and the appeal must be allowed."

It will be seen, then, that s. 7 has not quite the very wide scope which at first commentators on the Acts rather assumed it would have. It does not impose liability on an employer where a workman attempts something quite foreign to the whole purpose of the employment, although it protects the workman who either disobeys instructions in the master's own supposed interest or adds a "new risk" to the employment for the master's personal benefit. But when his conduct, however heroic and meritorious, is designed to benefit the public-at-large or some person other than the employer, and is wholly outside the employment, the fact that his employment was the occasion which afforded him the opportunity of attempting it, and furnished him with the incentive to attempt it, does not of itself suffice to bring the act "within the scope of his employment" so as to render his employer liable.

Caveat Emptor.

Mistaken Identity: The Beck Case.

II.—Adolf Beck and his Double.

The miscarriage of justice which is popularly known as the *Adolf Beck Case* is in reality not one miscarriage of Justice: there were two mistaken convictions of the same unfortunate man, one in 1895 and another in 1904. In the case of the second conviction, by a very remarkable coincidence before sentence had been passed, the real culprit was caught *in delicto* by a police-officer who deserves the public gratitude for bringing his discovery to light at once and without hesitation. On this event sentence was postponed; a Commission of Inquiry was appointed; Beck was completely exonerated both of his second conviction and of the first in respect of which he had served a long period of penal servitude; and he was duly granted the Royal Pardon accompanied by a large sum by way of compensation. The real culprit was then tried and convicted.

Both miscarriages of justice, curiously enough, centre round the same two personalities: in both cases Beck had the misfortune to be mistaken for the very same double. Seeing that the first conviction occurred in 1895 and the second in 1904, no less than a decade later, this must be regarded as one of the most amazing coincidences on record. What adds to the strangeness of the case is that Adolf Beck was a Christian, whereas his double, John Smith, was a Jew; Beck was not circumcised, whereas Smith was, a fact of great importance in the subsequent history of the case; Smith had a prominent mole on his skin, whereas Beck had none, and in 1904, at any rate, the resemblance of the men was stated by all who, afterwards saw both men tried in succession at the Old Bailey, to be only very superficial and not really remarkably close. Of course, in 1895, nine years before, the resemblance may well have been much more striking. But distant as the resemblance always was, or at any rate had become by 1904, even in that latter year this remote resemblance was sufficient to lead to the perfectly *bona fide* conviction of several female witnesses that Beck was the man who had wronged them.

Since the lives of Adolf Beck and John Smith are thus interwoven we must commence our analysis of this strange chain of events by tracing in outline the history of each of those men. Fortunately the facts in the lives of both are fairly well established as the result of the careful inquiry which ultimately was made into their cases. Both stories are told lucidly and picturesquely in Mr. Eric Watson's excellent edition of the trial of Adolf Beck in the Notable British Trials Series, to which we are much indebted in the rest of this article for the information carefully collected in a useful introduction. Readers desirous of the fullest available information as to the details of this *cause célèbre* cannot do better than peruse the fascinating pages of Mr. Watson's narrative.

Adolph Beck's Career.

Adolf Beck was a Norwegian and was born at Christiansund in 1841. His father was a merchant who had been master of his own ship. Beck received a good school education, and at sixteen entered a merchant's office. Then he studied chemistry and afterwards he went to sea. In 1865, when four and twenty years of age he settled in England for a time; he was first employed in the office of a ship's chandler at Cardiff. Afterwards he served in various clerical capacities in Bristol, Liverpool, Aberdeen and Glasgow, apparently always being employed in shipping offices, except that in Aberdeen he varied his plan of life by attempting singing on the stage. In 1868 he went to South America, living for a time in Monte Video, where he sang on the stage. He fought in the Argentine Revolution of the following year, receiving a scar-wound on the shoulder, which he always retained. He afterwards lived at Buenos Aires, Monte Video, Paraguay, Bolivia and Chili; he earned his livelihood partly as a broker and partly as a singer. At Iquita, in Chili, he met the famous financier and "Nitrate

King," Colonel NORTH, with whom he shared a tent, and with whom he was on visiting terms so late as 1892. He next went to Peru, where he became financially interested in theatres, fought in the Chilian-Peruvian war of 1878, and remained in that country until 1885, when he returned to England. In England he lived at Covent Garden Hotel from 1885 to 1894.

Those dry details of BECK's life before his first mistaken conviction in 1895 are in fact very important. For in 1895 BECK was arrested under the name of " JOHN SMITH " by policemen who certainly supposed him to be one JOHN SMITH who had been convicted in 1877 of certain mean frauds on women of the unfortunate class; he was prosecuted by counsel, Mr. AVORY, who certainly believed him to have been JOHN SMITH; and he was tried by the late Recorder of London, Sir FORREST FULTON, then Common Serjeant, who had prosecuted John Smith in 1877, and beyond any reasonable doubt seems to have been under the impression in 1895 that he was trying the same man. Nay more, in 1895 there was added to the charges against BECK a count alleging the previous conviction in 1877, but for some reason scarcely satisfactorily explained this count was not proceeded with after the conviction. In fact, BECK'S counsel desired to call witnesses from South America to prove conclusively that BECK had been in Peru in 1877 and therefore could not have been in London at that date, nor could he have been the " John Smith " who committed these offences. This evidence would have been relevant on the count alleging the supposed previous conviction, but the court ruled that the point was irrelevant to the actual charge then being tried and stopped cross-examination of the Crown witnesses intended to elicit this fact. It seems certain, therefore, that the judge and prosecuting counsel in 1895 were under the mistaken impression that they were handling in their respective capacities a charge against an old offender who had committed an exactly similar crime, a belief of which their minds would have been at once disabused had BECK'S counsel been able to call evidence of his client's life-history and movements in 1877. No experienced practitioner who is not a humbug will deny that mistaken impression as to the supposed criminal career and character of a prisoner, existing in the minds of judge and prosecuting counsel, do have *some* adverse influence on the way in which the case is presented to the jury, however much both judge and prosecutor may try to forget their knowledge of the damning point and to avoid being influenced by it. The mistake of 1895, therefore, had a most unfortunate effect on BECK'S chances of getting the benefit of the doubt in 1895.

JOHN SMITH'S LIFE HISTORY.

We must now turn to the career of JOHN SMITH, who had been convicted in 1877 of the mean crimes just referred to, and who was to cross the path of ADOLF BECK once more in a similar way in 1904. " John Smith " was in fact a man whose real name appears to have been WYATT, but who went by the names of " Smith," " Thomas," " Dr. Weiss " and other *aliases*. He was a Jew of German origin, apparently educated at the University of Vienna; he had been circumcised, an important fact in the subsequent history of the case, as we have already mentioned. In 1876 he resided at Highgate as a lodger in the home of one Mrs. Catherine Brown, and at a later period he also stayed in his home; such information as is possessed about him is mostly derived from statements made by him to her and other persons in her home, some, but not all of which, have been corroborated by other circumstances. In 1877 SMITH began to make the acquaintance of young women of a certain type in the West End and Central quarters of London; he posed as an English nobleman, calling himself " Lord Willoughby." From these women he borrowed small sums in cash, or rings, or even in one case an umbrella, giving worthless cheques in exchange. Finally one of them recognized him and gave him in charge to the police in Gower Street. He was tried at the Old Bailey before the Common Serjeant, Sir THOMAS CHAMBERS, and received the severe sentence of four years' penal servitude. He was prosecuted by Mr. FORREST FULTON, afterwards the Recorder and the presiding judge at the BECK trial of 1895. He was defended, by the way, by MONTAGU WILLIAMS, who may be assumed to have done all that could be done on behalf of such a client.

In prison SMITH petitioned for leave to be classed as a Jew for purposes of religious classification; and the fact that he had been medically examined and found to be circumcised was one of the facts in support of his petition which led the governor to accede to it. On leaving prison in 1881, he returned to Highgate, but disappears from known history until 1904, when he was " caught *in delicto* " while BECK was awaiting sentence at the Old Bailey. The offences were of a precisely similar kind to those of which he had been convicted in 1877, of which BECK was convicted in 1895, and of which BECK was convicted again in 1904, namely, petty frauds on women. He pleaded guilty and was sentenced by Mr. Justice PHILLIMORE to five years' penal servitude, the learned judge naturally commenting, when he passed sentence, on the fact that BECK had suffered for the crimes of SMITH.

Having thus explained the connexion between the cases of both kinds, and those of ADOLF BECK, we must return to the career of the latter. As we have seen, he had returned from South America in 1885, and for the next nine years resided at Covent Garden Hotel. In 1885 he was a man of middle age, in fact, forty-five years, and he had acquired a considerable sum of money abroad. During the whole of the period he resided at this hotel, BECK seems to have been fairly well off; he spent money open-handedly when he was in funds, but was apt to get into low water now and then. When this happened he rather pestered his fellow residents at the hotel for small loans, and in fact this ultimately induced his landlord to give him notice. But he was never accused of dishonesty. He engaged in many financial transactions and negotiations with men of business, some of whom were distinguished financiers, and he employed a secretary, one VANVERT, to write letters for him, chiefly because his English was not very good. He was somewhat of a *bon viveur*, and his relations with women were of the type called " gallant." In fact, he seems to have pestered women with attentions, as a certain kind of middle-aged bachelor of means very often does, and his secretary was frequently employed in writing letters to ladies on behalf of BECK. But no suspicion of victimising women, or attempting to obtain money from them ever attached to him in his own character of ADOLF BECK.

THE WINTER OF 1893-94.

Such was the state of affairs with BECK when in the winter of 1893-1894, women of a certain class in the neighbourhood of Charing Cross, began to complain to one another, to their acquaintances, and finally to the police, that they were being defrauded. The story of those offences and of BECK'S arrest on suspicion of committing them we must postpone till our next article; it is too long to be narrated here. But at this time BECK was admittedly in very low water. Some of his many schemes had miscarried, and he had been borrowing large sums of money from financiers, hotel-keepers, and others. He was therefore known to be in want of money, so that he was readily believed likely to commit the crime of obtaining money by false pretences from women, especially as his gallantries towards the other sex were somewhat notorious amongst all his associates whom the police approached. When, therefore, a number of women identified BECK as the person who had defrauded them, and when further he could not prove an alibi on the material dates, it is not surprising that he should have been charged and convicted. Moreover, to add to his misfortune, his handwriting was mistakenly assumed to be that found in certain letters written to one of the women who figured in the case as victims; this was afterwards admitted to be an error on the part of the handwriting experts. In addition to all this, police prosecutor, trial judge, and Home

Office all at first believed him to be the "JOHN SMITH" convicted of similar offences in 1877. Our own opinion, however, is that, even if no illusion of this kind had existed BECK would have been convicted all the same in 1895. As a matter of fact, the error of this identification with SMITH was discovered after BECK was sent to prison in 1895, for he was found not to be circumcised, whereas SMITH'S prison record showed him to have been circumcised; but, nevertheless, the Home Office did not see any reason for releasing him. In this attitude they were doubtless largely influenced by the report of the trial judge, Sir FORREST FULTON, who considered the prisoner's guilt clearly established. In our next article we must explain how the chapter of accidents so adverse to the prisoner chanced to occur.

FRANK PLEDGE.

(To be continued.)

Solicitors in the Colonies.

I.—LEGAL PROSPECTS IN THE COLONIES.

THIS IS the season of the year when men take stock of their prospects. Probably many a youthful barrister or solicitor is considering just now the problem of his future career. It is idle to deny that the long continued slump in business has not reacted in favour of litigation and legal business in general, to put it mildly. Work in the Criminal Court is almost stagnant; even the Bankruptcy Court is not so busy as, in the bad state of trade, one well might expect it to be. The sale of houses, a lucrative class of work for two or three years after the Armistice, shows signs of declining; most persons who can afford to buy a house seem to have bought one and landlords are readier to relet vacant dwellings, now that they are no longer within the ambit of the Rent Restriction Acts, than was the case a year or two ago. It may be that the New Law of Property will bring grist to the mill of conveyancers, but even this is doubtful. And in any case the intricacies of the New Conveyancing are so disheartening to the average lawyer that it is rather the specialist than the normal practitioner who is likely to benefit by them, if anyone does indeed benefit. That being so, many young lawyers, we hear on all sides, are beginning to consider whether the Colonies do not offer them better prospects than does the Homeland. It is a question which requires careful consideration and serious pondering, since a mistake made at the beginning of life is generally a mistake that turns awry the current of a whole career.

In other days the prospect was a simpler one. A century ago the ambitious young lawyer who saw, no career at home, could set sail for the Colonies with a few pounds in his pocket in addition to his fare and his fees for admission to the local Bar or Rolls, and could count with reasonable certainty on achieving a competence, perhaps a handsome fortune within a score of years at most. Moreover there were appointments *galore* in the legal and judicial service of our newly conquered or settled dependencies. Indeed, even at home there were civil service appointments open to lawyers in greater numbers than is now the case, under conditions of modern competitive examinations; but the foreign service of the Crown certainly afforded greater opportunities than the home civil service. Unfortunately, as the nineteenth century wore on, those palmy days for the young professional man gradually passed away. The Colonies gradually obtained self-government: they grew in wealth and a cultured class came into existence, who sent their sons into the professions; local universities sprang up and the local men not unnaturally began to capture all the work. To-day, in the self-governing Dominions, such professions as law and medicine and divinity are quite as overcrowded as they are in England. This resource has been slowly drying up, and to-day in the greater Dominions, at any rate, the man who comes out from England is hopelessly handicapped in the race as compared with the local who starts with the advantage of friends and a family connection as well as the natural backing of vigorous native patriotism.

But what of the Crown Colonies? Here, it is true, opportunities are rather better than in the self-governing Dominions. The native, on the whole, still trusts a European rather more than he does one of his own fellow countrymen who have been admitted as pleaders, but here again there is a counteractive influence in the growth of national or racial self-consciousness amongst the native races. In India, Ceylon, Malaya and the Strait Settlements, the Chinese Ports, East and West Africa, and even in the West Indies, there is still some sort of opportunity for the stranger from England. In most Crown Colonies, too, as also in the Dominions, the newcomer has one advantage, the professions are fused, so that he can practice both as barrister and as solicitor; at least, this is the case almost everywhere, although not quite everywhere. This gives, undoubtedly, an additional chance to a beginner without influence. If his gift is that of advocacy he can find his own clients without sitting down and waiting helplessly as the English barrister has to do. If, on the other hand, his talent is advisory work at the routine management of business affairs, he can seek this sort of work without throwing up anything else that comes his way! He can attempt at one and the same time advocacy, litigious routine, conveyancing, probate practice, debt-attesting; in fact he can try his hand in several directions until he finds his *métier*. True, in the higher reaches of practice, there is usually a conventional return to specialism, as amongst physicians in England, but the young practitioner has a wider outlook, and can put off specialism until he has made his way. No doubt this is one of the considerations which induce many young lawyers to try an overseas career.

AUSTRALIA AND THE LEGAL PROFESSION.

We propose to run through the list of the great colonies and give the benefit of such information as we have acquired about prospects in each to the lawyer who has made up his mind to go further afield than the United Kingdom in pursuit of a legal career. Our comments are the upshot of much careful inquiry, steadily pursued for some months past, amongst lawyers who practise in or have returned from British colonies, with a view to offering those hints. Of course, like all human comments, ours make no claim to be infallible, but we believe they will be found, on the whole, to sum up accurately prospects in each colony. To begin with Australia, we fear that it is not much use advising any young lawyer, unless born, educated, and possessed of connexions in the Commonwealth, to try his fate in legal practice there. They are not what they were a century ago, when New South Wales or Victoria were the natural outlet for the ambitious young Oxford or Cambridge man who could not afford to wait in England. ROBERT LOWE, of course, is the classical instance of the Oxford Don, who had the originality to abandon coaching by the Isis for advocacy on the Sydney goldfields, and who had made a considerable fortune before he reached the age of fifty, in which year of his life he returned to England, as he had always resolved to do, and entered his first love, politics. The *animus revertendi* was strong in the transplanted lawyer in those days; but under modern conditions, if he does achieve success in a white man's country, he generally remains there. The earlier generation of overseas practitioners, however, who made competences in Sydney, Melbourne, Adelaide, or Brisbane, all seem to have regarded fifty as the age of retirement; at that age they sold or abandoned their practices, collected their household goods, and crossed back to England to settle at Richmond or Wimbledon, or Cheltenham or Bath.

As the century wore on and Universities were founded at Melbourne, Sydney or Adelaide, the prospects of the Englishman grew dimmer in the east of Australia. The local universities turned out law graduates by the score every year; in fact, in Australia, as in every democratic new country,

the pick of the local university men rushed into the legal profession. ALEXANDER DE TOCQUEVILLE, nearly a hundred years ago, remarked, in a famous passage of his "Democracy in America," that lawyers were the aristocrats of the United States. This is not true any longer in these days of millionaires and gigantic enterprises; but there is a stage in the history of every new country when it is true; it usually comes when the large landowners are beginning to be replaced by smaller men under some system of closer settlement while the factories and stores have not yet reached the stage of passing into the hands of a few very wealthy great organisers. Most of our self-governing dominions are at present in this stage of their development. Of none is this more true than Australia and its sister dominion, New Zealand. Hence lawyers are immensely respected and admired in these dominions: local youths of means and promise rush into the profession as a matter of course: indeed Melbourne and Sydney swarm with briefless and clientless practitioners. For a time, however, there were prospects for the newcomer in Western Australia. The discovery of gold thirty or forty years ago at Calgoorlie and Coolgardie produced an immense crop of mining claim litigation amongst the miners, a class of men very inclined to speculation and to a sporting fight in the law as in other walks of life. At any rate, for about a score of years, one found barristers and solicitors, just called, hurrying out to Perth or Fremantle; to-day one meets them, opulent and vigorous and hearty, returned to England after a prosperous career, frequenting the London Clubs, the Common Rooms of the Inns of Court, or even betaking themselves to practice in England, not without success, or seeking seats in the House of Commons. But even in Western Australia the days of rapid prospects in the law are over. Perth has its own university now, with its own Law Faculty. East Australia sends out its promising young men to seek a career in the Far West. Moreover, the gold scramble, and the feverish development which followed it, has long been a thing of the past. To-day a few mines, owned by a small number of syndicates or companies, turn out under their guidance a steady output of gold, and the small man, with his disputes over the boundary of claims, has been all but eliminated.

UNDER THE SOUTHERN CROSS.

Newfoundland and New Zealand are in much the same case as Canada and Australia. But until a few years ago, there were much better prospects open to the lawyer who made his way from England to South Africa. Cape Colony was a happy hunting-ground for young English or Scottish barristers, perhaps rather for the Scots advocate than the English lawyer, since the Roman-Dutch Law closely resembles Scots Law, and the peoples, alike of Scotland and of the Union, are predominantly Presbyterian in religious faith. Not only was the Cape Bar and the Cape Roll of Solicitors largely recruited from overseas, but numerous appointments were available in the civil service, especially in the native territories, as native Commissioners or stipendiary magistrates. A succession of distinguished Cape lawyers and judges came from Scotland in the early half of the nineteenth century; amongst others was Mr. Justice MENZIES, the youthful friend and admirer of Sir WALTER SCOTT, whose name will be familiar to readers of LOCKHART'S life. Until quite recently, indeed, even native South Africans who aspired to practise used to get called in England; the connection between the two professions was very close. Similar conditions prevailed in Natal. After the discovery of gold in the Witwatersrand, too, English lawyers flooded the Transvaal and divided amongst them most of the work in Johannesburg. This was the case so recently as at the commencement of the Great War. But since then the Union has developed on ultra-national grounds. Its seven new universities and university colleges turn out lawyers as they do in other parts of the Empire, and to-day the local supply of lawyers greatly exceeds the demand.

(To be continued.) SCRUTATOR.

Readings of the Statutes.

The Nine Acts and the New Law.

IX.—THE SETTLED LAND ACT, 1925: SETTLEMENTS.

WE pointed out last week that the five classes of documents with which conveyancers are chiefly concerned are sales, mortgages, settlements, leases, and wills. The first two of these have now been discussed, but it remains necessary to consider the position of the third form of document, the settlement, under the New Law and the New Conveyancing. Indeed, in some ways, the settlement is the central point in the New Conveyancing. The repeal of the Statute of Uses, the abolition of common law limitations, and the reduction of the multifarious legal estates known to the Old Law to some half-a-dozen or thereabouts; these have all been adopted as devices by the draftsman for undoing the complex superstructure of settlements built up by Sir ORLANDO BRIDGMAN in the middle of the seventeenth century.

The gist of our modern English Settlement, whether strict or non-strict, is that it is so constructed as to facilitate the passing of legal estates from A to B or C, on the happening of some event, say a forfeiture or a marriage, which calls into operation a shifting or springing use. But it is one of the chief aims of the New Law to get rid of just such automatic transfers of property as this. For an automatic transfer is not evidenced by any document and need not be evidenced by any verifiable public event; hence, the possibility of such automatic transfers occurring renders it all-important to investigate the history of the title at great length, and to make elaborate requisitions, at least, in certain cases; even then certainty cannot always be secured. Hence this trafficking in and manipulation of the use must go if simplicity and security are to be achieved.

SIR ORLANDO BRIDGMAN'S INVENTION.

It is instructive to note that the present form of settlements grew up to serve an important social purpose. That is usually the case with grand legal principles, even if in later ages the purpose of the age that is past has become an anachronism, and the machinery for contriving it an anomaly. In the years between 1648 and 1688, however, the landed gentry of England were in a real difficulty. There was constant civil war and no man knew whether Cavaliers or Roundheads, Tories or Whigs, would ultimately rule the roost. A landowner had to take sides; if he took the losing side his property was forfeit or escheat to the State. He could not tell which side was going to win, even if he had been mean-spirited enough to select his party in accordance with the principles of the light-hearted Vicar of Bray. How then was he to secure his estate against passing out of the hands of a family which had held it since the Conquest, or at any rate since the Tudor Re-settlement?

Here came in the genius of Sir ORLANDO BRIDGMAN, the great conveyancer of the day, and for a time Lord Keeper of the Seals. He observed that families were deeply divided in their political allegiance. A Cavalier family almost certainly had one Roundhead member somewhere. A Whig house had a son or nephew who preferred the King's cause. If Blackacre could be so settled that on its forfeiture or escheat by the present owner, it would pass to the man on the other side, the estate would be saved. Let us suppose that the successive persons entitled by intestate inheritance to Blackacre, were A, B, C, D, E, F, G, of whom A was a Cavalier, B a Roundhead, C, D and E. Cavaliers, F and G Roundheads. Now, if the Cavaliers proved unsuccessful in a rebellion, A stood a large chance of seeing his estate escheated or otherwise confiscated. Suppose, then, an estate could be limited to A so long as he did not incur forfeiture, and then limited to B, this would hold the pass for the time being at any rate; if A did forfeit, his estate would cease, and B's estate would come into being, in which case B, being a member of the

successful party, at any rate the momentarily successful party, would keep his estate. But suppose the fortunes of war changed and B's party went down in the fight. Then B would incur forfeiture, but if the estate had been limited to B *until forfeiture*, as in the case of A, and then to C, all would be well with the family inheritance; for C, a member of the dominant party, would take. Further vicissitudes of fortune would be provided against by similarly limiting uses to D, E, F and G. In this way, whichever side triumphed, the estate would always remain in some member of the family.

So far so good. But how was this plan to be carried out? Many persons probably thought of the plan but did not see how it could be contrived with the existing legal machinery. Common law limitations might go some way towards it, but they had their limits. Here Sir ORLANDO BRIDGMAN came to the rescue. He saw that the Statute of Uses had brought into existence executory uses and that, by means of the devices known as Shifting and Springing Uses, his scheme could be carried through. He set out to conscientiously and patiently work out the necessary water-tight limitations. This was not all he did, of course. He also invented the device of the "long term" by which portions *inter alia* were preserved or provided for. Indeed, he made many detailed technical improvements. Or he is credited with these improvements, for there is little except tradition on which to establish his claim to be their inventor. Be that as it may, he will always be remembered amongst conveyancers who cherish the history of this Act as the "one and only begetter" of the modern system of conveyancing.

THE TRUST FOR SALE.

Well, Sir ORLANDO's brilliant genius rendered to his Age the service it required. But all such services are only of temporary value. Economic conditions change. So does the social order. The avenues of the past become the swamps and obstacles of the present. The system which Sir ORLANDO contrived put on conveyancing an ever-increasing burden. It made the deduction of title even more and more complex. Even when the actual system of successive uses he created had been abandoned as unnecessary under modern conditions, the possibilities of the shifting and springing uses remained to render lengthy investigation of title necessary. Hence it became important to eliminate these, if it could possibly be done, in order to simplify the conveyance of titles.

Moreover, in the course of time, the Old Law created another difficulty in a new direction. Undivided shares, devolving separately from one another, were one of the features of English Conveyancing for which Sir ORLANDO and the Statute of Uses, which he had re-shaped to his own ends, were not in the least responsible. Each title to an undivided share had to be separately traced and the labour of doing this was enormous. At least, this might happen to be necessary; of course, very often no such difficulty existed.

Still a third obstacle existed, and one ever increasing as titles and social conditions grew more complicated together. The legal estate was subject to any equities which might have come into existence, *provided always* that the owner of the legal estate had notice of the existence of these equities. But notice did not mean "actual knowledge" only; it included also "constructive notice"; in other words, the owner of the legal estate was deemed to know of the existence of any equities he could have discovered had he made a proper and elaborate investigation of title. Hence the burden on the purchaser of land was a very great one indeed.

Now it was desired, if possible, to do two things. Owners of land were anxious that it should be easy to sell their land, or mortgage, in case of necessity, with the least possible expense; to do this it was desirable that the title should be so simple and free of possible burdens or equities as possible. On the other hand, they were desirous of preserving the complicated limitations to which social opinion had grown accustomed in family entails, marriage settlements, and deeds of family arrangement. How was this dual purpose to be served?

In the eighteenth century conveyancers discovered a way of effecting both purposes at once. This device is that of the Trust for Sale. Blackacre, when it was desired to settle it, was conveyed by its owners to trustees, who held it on trust for sale, and the purchaser was excused from seeing to the application of the purchase money. At the same time a Declaration of Trust or some similar document was executed by the trustees indicating the trusts on which they held the land and, after it had been sold, the proceeds. In this way the trustees (who, of course, might be the settlor himself) could give a good title to a purchaser who need not worry about the rights of the beneficiaries under the Trust Deed nor yet to the application of the purchase money. At the same time all the desired uses and limitations could be preserved in the proceeds of the trust.

When the draftsman of the Law of Property Act, 1922, set out to undo the work of Sir ORLANDO BRIDGMAN, he naturally thought of the familiar device of the Trust for Sale. He naturally proceeded to adopt it to his purposes. The New Conveyancing accordingly uses this as the basis of all Settlements. These, in future, are to be created by two instruments, a Vesting Instrument and a Trust Instrument. Existing Settlements are to be compulsorily converted into Settlements of a New Form by a vesting assent or deed on the part of the Trustees of the Settlement in favour of the tenant for life under the Settlement, *who is to acquire all the powers of an owner in fee, subject to a trust for sale in favour of the beneficiaries (including himself) under the Settlement.* Trustees of the Settlement, however, are to continue in being for the purpose of holding the proceeds of any sale of the property, and applying them to the appropriate uses in favour of the beneficiaries under the Settlement.

Needless to say, this device is not new even as a statutory contrivance. The Settled Land Acts, of course, adopted this idea, although they did not carry it out quite in the way now provided by the New Law. Moreover, they normally required the existence of three conditions precedent: (1) A Settlement; (2) A Tenant for life; (3) Trustees for the purposes of the Settled Land Acts, although the latter could be supplied by an Order of the Court in proper cases. But they did not operate where there existed nothing in the nature of a Settlement.

The New Law of Property rejects the limitation. It treats as settled land any land which is subject to beneficial equitable interests or incumbrances or, rather, it permits such land to be dealt with as settled land. If there is no tenant for life, it provides persons who are to possess and execute his powers as owners of the fee for the time being in the trusts for sale as provided by the statute. If there are no trustees, the Public Trustee automatically becomes such. All sorts of persons possessing overriding powers become capable of conveying the property under the devise, of a mortgagee, a personal representative, the owners of undivided shares who are constituted trustees for sale of the entirety, with themselves as beneficiaries of the proceeds. On the death of a tenant for life, who has not exercised his power of sale, the land vests in his several personal representatives, namely, the Trustees of the Settlement, but these are bound to revest it in the person next entitled under the Settlement. In this way the simplicity of the Trust for Sale is effectively present.

THE SETTLED LAND ACT, 1925.

We have left ourselves very little space indeed in which to treat of the actual provisions of the Settled Land Act, 1925. We do not propose, in fact, to attempt the task, which we must leave over to be discussed elsewhere, if limits of space permit.

RUBRIC.

(To be continued.)

Res Judicatæ.

Williams Deacon's Bank *v.* **Bradshaw. K.B. Div. Court. 1925, 1 K.B. 442.**

In this case, which is only of importance in connexion with the rule of practice in cases of interpleader, a branch of litigation of which banks have to make frequent use, an interpleader summons had been issued between the bank and the defendant. The summons was taken out in a district registry. With the consent of the parties the registrar heard and determined the summons in a summary manner. The question then arose, which arises in all such cases, whether the proper tribunal of appeal is (1) A judge in chambers or (2) the Divisional Court. This turns on the construction of (*a*) The Common Law Procedure Act, 1860, s. 17; (*b*) Rules of the Supreme Court Order XXXV, rule 9; and (*c*) *Ibidem*, Order LIV, rules 21 and 21A. The difficulty arising under these confusing and conflicting rules is familiar to interpleader practitioners, and need not here be discussed. What is of importance is that the Divisional Court held the proper forum of appeal to be a Divisional Court, not the judge in chambers.

Jones *v.* **Waring and Gillow. Court of Appeal. 69 Sol. J., 395.**

This case illustrates the operation of the rule of equity in accordance with which, where one of two innocent parties must suffer from the fraud of a third party for whom neither is responsible that party must bear the loss who by due diligence could have prevented the fraud *provided he is under a legal duty to the other party to show such diligence but not otherwise.*

Here, one X, owed moneys to the firm of Waring and Gillow for furniture bailed with them. X, held out to Jones that he was authorized to appoint agencies for the supply of motor cars on behalf of a principal for whom, in fact he held no such authority as he alleged. He purported to appoint Jones agent of this alleged principal, and received in connection with the transaction a cheque drawn by Jones payable to Waring and Gillow. This cheque he handed to Waring and Gillow and thereby secured release of this furniture. Waring and Gillow were not aware of the fraud, and were under no legal duty to Jones to ascertain the facts as regards the origin of the cheque. There was not in law any payment "under mistake of fact."

A number of complex and interesting points arose in this case. First of all, there was the question as to what in law is meant by a "Mistake of Fact." Then came the issue whether here the cheque had been given "for a consideration which had wholly failed." Lastly, the court had to consider the effect of the doctrine as to respective liabilities in equity of two innocent parties victimised by the fraud of a third party.

The Court of Appeal reversing a decision of Lord DARLING with a jury, held that Jones could not recover from Waring and Gillow the amount of the cheque.

United States Shipping Board *v.* **Strick & Co. Court of Appeal. 69 Sol. J. 309.**

In this case a short point on the law of demurrage was decided one way by Mr. Justice Rowlatt, but in the contrary sense by the Court of Appeal. The point concerned the meaning of the words "Subject to Port Regulations in regular turn." It arose out of a claim in a charter-party which, so far as material, was in the following form: "Cargo to be loaded, *subject to port regulations in regular turn* [the italics are ours] as customary, at the rate of 1,000 tons per day, commencing when written notice is given of steamer being ready to load . . . if detained longer, charterers to pay demurrage."

In the circumstances of the case the steamer arrived at the port and duly gave notice of readiness to load. But shipping was congested, and there was only one berth available; therefor she had to wait nearly a month before loading could be begun. This waiting was in conformity with the port regulations, and her loading took place in regular turn, as customary at the port in question. The shipowners claimed demurrage for the delay as from the date at which they had given notice of readiness to load.

The Court of Appeal, reversing Mr. Justice Rowlatt, held that the obligation to load under the clause quoted above merely imposed on charterers the duty of loading in regular turn as customary at the particular port; therefore there was no default under the charter-party until the ship was able to take her regular turn to reach her berth; hence the shipowners could not claim demurrage for days of waiting prior to that date.

Bassa (Owners) *v.* **Royal Commission of Wheat Supplies. Mr. Justice Roche. 132 Law Times 634.**

In this case Mr. Justice Rowlatt had to construe an exception clause relating to "Obstructions or stoppages" on railways, docks and other loading-places, a point of very great importance under modern conditions of labour unrest, and therefore noted here.

By the terms of the charter-party in question it was provided that: "If the cargo cannot be loaded by reason of obstructions or stoppages beyond the control of the charterers on the railways or in the docks or other loading places . . . the time for loading . . . shall not count during the continuance of such causes . . . in case of any delay by reason of the before-mentioned causes no claim for damages or demurrage shall be made by the charterers, receivers of the cargo, or owners of the steamer." The questions arose whether under this claim (1) the charterers are excused for delay in loading occurring as the result of obstruction on the railways, *not actually at the landing places*, but merely *leading to the landing places*, and (2) whether the charterers were excused for delay in loading due to congestion in the port arising out of a strike *which had come to an end* before the obligation to load matured.

Mr. Justice Roche held that the exceptions clause quoted above cannot be extended so as to protect the charterers from liability for demurrage arising out of either of those sets of circumstances.

The "Paludina." Court of Appeal. 1925, P. 40.

In this interesting case the Court of Appeal reversed a decision of the President on a question of the "onus of proof" in cases of collision. The Court expressed doubts as to the effect of certain *dicta*, very familiar to Admiralty practitioners, of Dr. Lushington, to be found in The "Mellone," 1847, 3 W. Rob. 7 & 13, and in "The Pensher," 1857, Swale 211, which deal with the presumptions of law to be drawn in collision cases.

The cases quoted were stranding cases, where the damage quite obviously follows on the collision, so that the rule of *Res ipsâ loquitor* applies, and the damage is presumed to be due to the negligence which occasioned the stranding until the contrary is established, if it can be ever established. But the principle is different where collisions take place in less simple circumstances. In such cases it is not safe to presume that the damage found immediately after a collision is the result of the negligence which caused the collision. The President, following the *dicta* referred to above, had held that *primâ facie* such damage must be deemed due to the defendants' negligence.

The Court of Appeal, reversing the President, and explaining that the above *dicta* must be taken as limited to cases of *Res ipsâ loquitor*, held that normally in an action for damages by collision, the plaintiffs must discharge the onus of proving that the losses they have suffered are the direct result of the defendants' negligence so as to render them liable to indemnify the plaintiffs in respect of the damage done.

AMICUS CURIAE.

A Conveyancer's Diary.

Easement of Passage for Pipes.

Attention may usefully be drawn here to the neat point arising in *Abson* v. *Fenton*, 1823, 1 B. & C. 195, as recently approved by Mr. Justice P. O. LAWRENCE in *Taylor* v. *British Legal Life Assurance Co. Ltd.*, 1925, 1 Ch. 395. This case concerned the respective position of the occupiers of two flats, one upper and one lower, in a house. The lease of the upper floor gave to the lessees the right to carry water and other pipes through the rooms of the floor below. The upper floor was in fact occupied by the proprietrix of an adjoining hotel, and she decided to convert the flat into eight bedrooms with the necessary lavatory accommodation; this involved a system of drainage pipes far in excess of that naturally required by the floor as a self-contained habitation, and inflicted a very serious degree of disturbance on the amenities of the lower flat. The court took the view that the tenant of the upper flat undoubtedly possessed an easement to put in drainage pipes, but that this easement was subject to an implied condition that the user should not be excessive and should inflict only the minimum of loss on the tenant of the lower flat. The disturbance in the circumstances was in fact excessive and must be limited to what is reasonable.

Purchasers' Liability to Repair.

A point of great interest to tenants of house property arose in *Beyfus* v. *Lodge*, 1925, 1 Ch. 350, where Mr. Justice RUSSELL had to consider the respective rights of vendor and purchaser of leasehold houses in rather exceptional circumstances. The vendors held two adjoining leasehold houses under full repairing leases, and sold these subject to conditions of sale which provided that the purchaser should execute all necessary repairs. Condition 6 contained the common form stipulation that production of the latest receipt for rent shall be conclusive evidence that all the covenants in the lease had been complied with. Condition 8 was to the effect that if any notices to repair were outstanding they should be complied with by the purchaser. In fact, there was one notice outstanding at the date of the agreement to sell: it had been received three weeks before, and called upon the lessees to make good dilapidations as per schedule within three months. At the date of the agreement to sell the vendors had overlooked the existence of this notice.

Now, on receiving the abstract of title the purchaser served requisitions asking *inter alia* whether the vendors had received any notice *re* repairs from the owners of the reversion. The vendors in good faith said they were not aware of any notices, but on discovering their mistake shortly afterwards at once informed the purchaser of the outstanding notice received three weeks before. The purchaser declined to proceed unless the vendors would carry out the requirements of the notices at their own expense. This the vendors refused to do. They took proceedings for specific performance, whereas the purchaser counter-claimed for rescission and the return of the deposit.

Here a curious situation arose. The purchaser had no valid ground for rescission in law since he had contracted to do any outstanding repairs, and since the non-disclosure of the existence of those repairs was not the result of any fraud on the part of the vendors. It might seem, then, that the vendors are entitled to a decree of specific performance. But against this is the fact that the parties entered into the contract of sale upon the basis that it was uncertain whether or not there were notices outstanding, whereas at that date one in fact was certainly in existence and ought to have been known to the vendors. This, the learned judge held, was a bar in equity to a decree of specific performance. Thus the vendors could not enforce their contract, neither could the purchaser ask for rescission; *both* were debarred from equitable remedies. But, presumably, the vendors still possessed their common law remedy for damages for breach of contract to buy on the part of the purchaser: hence they were held entitled to retain the deposit. An interesting result which should be compared with the decision in *Carlish* v. *Salt*, 1906, 1 Ch. 350.

Covenants in Restraint of Assignment.

Amongst recent decisions of the Chancery Division which have specially interested conveyancers must be mentioned that of Mr. Justice TOMLIN, in *Re Gibbs and Houlder Brothers, Limited's, Lease*, 1925, 1 Ch. 575, which the Court of Appeal affirmed when the matter came before them. The case is of special interest because two conflicting *dicta* of eminent judges existed on the point, each of which had taken views which seemed amusing to one or other of the two opposing schools of thought upon the point in issue; we refer to the opinions expressed by Lord Justice A. L. SMITH in *Bates* v. *Donaldson*, 1896, 2 Q.B. 241, and by Lord Justice KAY, *ibidem*, p. 244. Of those views that of Lord Justice SMITH has been approved by the Court of Appeal. The question related to the conditions under which a landlord is entitled to reasonably refuse his assent to an assignment where he has covenanted not to refuse such assent unreasonably.

Respectable and Responsible Person.

The case arose out of a lease for years in which the lessees covenanted not to assign the premises, or any part thereof, without the consent in writing of the landlord, such licence not to be unreasonably withheld in the case of a respectable and responsible person or corporation. The lessees contracted to assign their lease to a joint stock company subject to the lessor's consent. This company were already tenants of adjoining premises held on a yearly tenancy from the same lessor, and there was reason to suppose that if they received the new lease they would give up their old premises, with the result that the landlord would lose a good tenant and might have difficulty in re-letting them. He therefore refused his consent, *not* on the ground that the proposed assignee was anything other than a respectable and responsible person or corporation, but on the ground that it was unreasonable to expect him to give his consent to an assignment which would leave him with only one good tenant where previously he had two. It was this refusal which Mr. Justice TOMLIN and the Court of Appeal agreed in considering unreasonable, and they did so because they were decidedly of opinion that any reason for refusal which referred to something other than the personality of the proposed assignee or the premises subject to the actual lease was outside the class of considerations contemplated as reasonable by covenants such as this.

Covenants in Gross.

The question really turns upon whether the covenant under consideration is a covenant *in gross* or one having reference solely to the relationship of landlord and tenant between the parties to the lease which includes that covenant. If the covenant is *in gross*, then the covenantor may reasonably consider any possible harm to himself which may result from the consent he is asked to give, even when that conjectural future injury has nothing whatever to do either with the premises subject to the covenant or with the character of the proposed assignee as a prospective tenant of those premises. But if the covenant is *appurtenant* to the particular premises, clearly extraneous considerations are wholly *ultra vires* and outside the intent of the bargain between landlord and tenant. Is such a covenant as this on the part of the landlord, then, a covenant *in gross* or a covenant *appurtenant* to the premises concerned? Obviously it is the latter unless the contrary intention clearly appears in the lease, so that one is not greatly surprised to find this view prevailing.

MORTMAIN.

New Rules.

HOUSING, ENGLAND.

THE HOUSING CONSOLIDATED REGULATIONS, 1925, DATED SEPTEMBER 1, 1925, MADE BY THE MINISTER OF HEALTH UNDER THE HOUSING ACT, 1925 (15 GEO. 5, C. 14).

The Minister of Health, in pursuance of the powers conferred on him by the Housing Act, 1925, and of all other powers enabling him in that behalf, subject to the approval of the Treasury, so far as regards Regulations with respect to which such approval is required, hereby makes the following Regulations.

PART I.—GENERAL.

1. These Regulations may be cited as the Housing Consolidated Regulations, 1925, and shall come into operation on the 1st day of September, 1925.

2. (1) In these Regulations, unless the context otherwise requires—

"The Minister" means the Minister of Health;

"The Act" means the Housing Act, 1925.

(2) The Interpretation Act, 1889*, shall apply to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

3. The Orders and Regulations set out in the Third Schedule hereto are hereby revoked, but without prejudice to any right, privilege, obligation or liability acquired, accrued or incurred under any of those Regulations.

PART II.—PROVISIONS AS TO COMPULSORY PURCHASE.†

4. An Order made by a Local Authority under the Third Schedule to the Act (hereinafter referred to as "the Compulsory Order") shall be in the form set forth in the First Schedule hereto, or in a form substantially to the like effect.

5. (1) Before submitting the Compulsory Order to the Minister for confirmation, the Local Authority shall cause the same to be published by advertisement in two successive weeks in one or more of the local newspapers circulating in the District of the Local Authority and in the Parish or Parishes in which the land to which the Compulsory Order relates is situated.

(2) The advertisements shall be headed respectively "First Advertisement" and "Second and Last Advertisement," and the first of the said advertisements shall be published not later than the seventh day after the making of the Compulsory Order.

(3) Each of the said advertisements shall contain in addition to a copy of the Compulsory Order a notice setting out the following particulars:—

(*a*) a statement that any objection to the Compulsory Order must be presented to the Minister within the period of fourteen days from and after the date of the publication of the first advertisement; and

(*b*) a statement of the period, times, and place or places during and at which the deposited plan referred to in the Schedule to the Compulsory Order may be inspected by or on behalf of any person interested in the land to which the Compulsory Order relates.

(4) The plan referred to in the Schedule to the Compulsory Order shall be deposited by the Local Authority not later than the seventh day after the making of the Compulsory Order at a place convenient for the purposes of inspection, and shall be kept deposited thereat for a period not being less than fourteen days from the date of the publication of the first advertisement; and the said plan shall be open for inspection by any person interested or affected, without payment of any fee, at all reasonable hours on any week-day during the said period. The Local Authority shall also make suitable provision for affording to any such person inspecting the said plan any necessary explanation or information in regard thereto.

(5) Notwithstanding anything contained in this Article, where the land to which the Compulsory Order relates is situated within a rural district and does not exceed five acres in extent, the said Order shall be deemed to have been sufficiently published if not later than the seventh day after the making of the said Order one copy thereof has been affixed to the land in some conspicuous position and a further copy to a notice board outside the offices of the Local Authority, each of the said copies having appended to it a notice setting out the particulars specified in paragraph (3) of this Article, and for this purpose the date on which the said notices are so affixed shall be treated as the date of the publication of the first advertisement.

6. (1) The Local Authority shall, not later than the seventh day after the making of the Compulsory Order, cause notice thereof to be given to every owner, lessee, and occupier of the land to which the Compulsory Order relates, and every such notice shall include a copy of the Compulsory Order, to which shall be appended a notice containing the particulars mentioned in paragraph (3) of Article 5 of these Regulations.

(2) The Local Authority shall furnish a copy of the Compulsory Order, free of charge, to any person interested in the land to which the Compulsory Order relates, upon his applying for the same.

7. The period within which an objection to a Compulsory Order may be presented to the Minister by a person interested in the land to which the Compulsory Order relates shall be the period of fourteen days from and after the date of the publication of the first advertisement of the Compulsory Order.

8. (1) The Local Authority shall as soon as practicable after the confirmation of the Compulsory Order cause a copy of the Compulsory Order as confirmed to be served on every owner, lessee, and occupier of the land to which the Compulsory Order relates.

(2) A copy of the Compulsory Order as confirmed shall be furnished free of charge by the Local Authority to any person interested in the land authorised to be purchased upon his applying for the same, and a copy of any plan to which reference is made in the Compulsory Order as confirmed shall also be furnished by the Local Authority to any such person upon his applying for such copy and paying the reasonable cost of preparing the same.

PART III.—PROVISIONS AS TO LOCAL BONDS.

9. In this Part of these Regulations, unless the context otherwise requires, the expression "holder" means registered holder.

Issue of Local Bonds.

10. (1) Local bonds shall be issued at par and interest thereon shall be payable half-yearly on the thirty-first day of March and the thirtieth day of September in each year: Provided that in the case of any person who holds on the thirtieth day of September bonds to a nominal value not exceeding £50, the Local Authority may pay interest yearly on the thirty-first day of March, paying in addition interest at the rate applicable to the bonds on any interest which has accrued in respect of the period up to the thirtieth day of September.

(2) Applications for local bonds shall be for amounts of five, ten, twenty, fifty or one hundred pounds or multiples of one hundred pounds.

(3) Local bonds shall, subject to the provisions of this Article, be repayable at par at the office of the Local Authority not less than five years after the date of issue according to the terms of issue, and no interest shall be payable thereon in respect of any period after the date upon which the bond is repayable.

(4) Where a Local Authority accepts a local bond issued by another Local Authority in payment or part payment of the purchase price of a house erected in pursuance of any scheme under the Act, the Local Authority by whom the bond was issued shall, if so requested by the other Local Authority, redeem the bond by paying the nominal amount thereof to that Local Authority.

(5) The first payment of interest on any local bond shall be adjusted in accordance with the date of issue of the bond and any sum paid by way of repayment or redemption shall include interest accrued to the date of repayment or redemption.

(6) Nothing in this Article shall be construed as prohibiting a Local Authority from redeeming a local bond at any time by agreement with the holder of the bond, if they shall think fit to do so.

(7) A local bond repaid or redeemed by a Local Authority shall be cancelled.

Registration and Certificates.

11. A Local Authority issuing local bonds shall appoint a Registrar for the purposes of this part of these Regulations, and may direct him to act on their behalf for the purposes of all or any of the things which they are authorised to do under this part of these Regulations.

12. (1) The Local Authority shall keep a Register (hereinafter called the "Local Bonds Register") of all persons who are holders for the time being of local bonds.

(2) The Local Bonds Register shall contain the following particulars:—

(*a*) the name, address and description of each holder, a statement of the denomination of the bonds held by him and the periods for which they are issued and the numbers and dates of the certificates issued to him as hereinafter provided;

(*b*) the date of registration of each holder and the date on which he ceased to be so registered.

* 52-3 V. c. 63.

† For restrictions on acquisition of certain lands *see* Sections 64 proviso, 103, 104 and 105 of the Housing Act, 1925

(3) The Local Bonds Register shall be *prima facie* evidence of any matter entered therein in accordance with these Regulations and of the title of the persons entered therein as holders of local bonds.

13. (1) The Local Authority shall issue to each holder of a local bond a certificate in respect thereof, duly numbered and dated, and specifying the denomination of the bond and the period for which it is issued.

(2) The certificate shall be *prima facie* evidence of the title of the person therein named, his executors, administrators or assigns, to the bond therein specified, but the want of a certificate, if accounted for to the satisfaction of the Local Authority shall not prevent the holder of a bond from disposing of and transferring the bond.

(3) If a certificate is worn out or damaged, the Local Authority, on the production thereof, may cancel it and issue a new certificate in lieu thereof.

(4) If a certificate is lost or destroyed, the Local Authority on proof thereof to their satisfaction, and, if they so require, on receiving an indemnity against any claims in respect thereof, may give a new certificate in lieu of the certificate lost or destroyed.

(5) An entry of the issue of a substituted certificate shall be made in the Local Bonds Register.

(6) A certificate shall be in the form set out in the Second Schedule hereto or in a form substantially to the like effect.

Transfer of Local Bonds.

14.—(1) The transfer of a local bond shall be by deed, in the form set out in the Second Schedule hereto or in a form substantially to the like effect.

(2) A local bond may be transferred in whole or in part, so however that any part transferred shall not be for an amount other than an amount for which a local bond may be issued by a Local Authority.

(3) Unless the Local Authority have compounded for stamp duty, every deed of transfer shall be duly stamped and the consideration shall be truly stated therein.

(4) The deed of transfer shall be delivered to and retained by the Local Authority and the Local Authority shall enter a note thereof in a book to be called the "Register of Transfers of Local Bonds," and shall endorse on the deed of transfer a notice of that entry.

(5) The Local Authority shall, upon receipt of the deed of transfer duly executed together with the certificate issued in respect of the bond, enter the name of the transferee in the Local Bonds Register and shall issue a new certificate or certificates to the transferee, or to the transferor and transferee, as the case may require.

(6) Until the deed of transfer and the certificate have been delivered to the Local Authority as aforesaid, the Local Authority shall not be affected by the transfer, and the transferee shall not be entitled to receive any payment of interest on the bond.

(7) The Local Authority before registering a transfer of a local bond may, if they think fit, require evidence by statutory declaration or otherwise of the title of any person claiming to make the transfer.

Closing of Local Bonds Register.

15. The Local Authority may close the Local Bonds Register for a period not exceeding thirty days immediately before the thirty-first day of March and the thirtieth day of September in any year respectively, and notwithstanding the receipt by the Local Authority during those periods of any deed of transfer, the half-yearly payment of interest next falling due may be made to the persons registered as holders of local bonds on the date of the closing of the register.

Transmission of Local Bonds.

16.—(1) Any person becoming entitled to a local bond by reason of the death or bankruptcy of a holder or by any lawful means other than a transfer may, by the production of such evidence of title as the Local Authority may require, either be registered as holder of the bond, or, instead of being himself registered, may make such transfer of the bond as the holder could have made, and the Local Authority shall issue a certificate accordingly.

(2) Until such evidence as aforesaid has been furnished to the Local Authority, the Local Authority shall not be affected by the transmission of the bond and no person claiming by virtue thereof shall be entitled to receive any payment of interest thereon.

(3) Where two or more persons are registered as holders of a local bond they shall be deemed to be joint holders with right of survivorship between them.

Interest on Local Bonds.

17.—(1) Unless the holder of a local bond otherwise requests, the Local Authority may pay the interest thereon by posting a warrant to the holder at his address as shown in the Local Bonds Register.

(2) The posting by the Local Authority of a letter containing an interest warrant addressed to a holder as aforesaid shall, as respects the liability of the Local Authority, be equivalent to the delivery of the warrant to the holder himself.

18. The Local Authority shall not be required to pay any executors or administrators any interest on local bonds held by their testator or intestate until the probate of the Will or the letters of administration has or have been left with the Local Authority for registration.

19. The Local Authority before paying any interest on any local bonds may, if they think fit, require evidence by statutory declaration or otherwise of the title of any person claiming a right to receive the interest.

20. Where more persons than one are registered as joint holders of a local bond, any one of them may give an effectual receipt for any interest thereon, unless notice to the contrary has been given to the Local Authority by any other of them.

General.

21. No notice of any trust shall be entered in the Local Bonds Register or in any other book kept by the Local Authority or be receivable by the Local Authority.

22.—(1) If at any time any interest due on any local bonds remains unpaid for two months after demand in writing, the persons entitled thereto may apply to the High Court for a receiver and the Court may, if it thinks fit, appoint a receiver on such terms as it thinks fit.

(2) The receiver shall have the like power of collecting, receiving, recovering and applying moneys, and of assessing, making and recovering all rates for the purpose of obtaining the same, as the Local Authority or any officer thereof would or might have, and such other powers and duties as the Court thinks fit, and shall apply all moneys so collected and received, after paying all such costs as the Court may direct, for the purposes of these Regulations.

23. A person taking or holding local bonds shall not be concerned to enquire or to take notice whether the issue thereof was or was not in accordance with these Regulations, or whether or not the Local Authority or any meeting thereof was properly constituted or convened, or whether or not the proceedings at a meeting of the Local Authority were legal or regular, or to see to the application of any money raised by the issue of local bonds or be answerable for any loss or misapplication thereof.

24. If at any time any interest on any local bonds is unclaimed at the time for payment thereof, the amount shall, nevertheless, on demand at any subsequent time, be paid to the person showing his right thereto, but without interest in the meantime.

25. Where the Local Authority sell, lease or otherwise dispose of any land or property charged as security for any local bonds, the land or property shall in the hands of the purchaser or lessee be absolutely free from any charge for that purpose and he shall not be bound to enquire into the application of the money arising from such sale, lease or disposal, or be in any way responsible for the misapplication or non-application thereof.

26. A Local Authority may pay such expenses in connection with the issue of Local Bonds (including commission) as the Minister may approve.

PART IV.—INSPECTION OF DISTRICT.

27.—(1) The Local Authority shall take into consideration the provisions of Section 8 of the Act, and shall determine the procedure to be adopted under this Part of these Regulations, to give effect to the requirements of that section in regard to the inspection of their district from time to time.

(2) The Local Authority shall as part of their procedure make provision for a thorough inspection to be carried out from time to time according to the varying needs or circumstances of the dwelling-houses or localities in the district of the Local Authority.

(3) The Local Authority shall cause to be prepared from time to time by the Medical Officer of Health, or by an officer designated by them but acting under his direction and supervision, a list or lists of dwelling-houses the early inspection of which is, in the opinion of the Medical Officer of Health, desirable. The list or lists may, if thought fit, relate to the dwelling-houses within a defined area of the district without specifying each house separately therein.

28. The inspection under and for the purposes of Section 8 of the Act shall be made by the Medical Officer of Health, or by an Officer designated by the Local Authority but acting under his direction and supervision, and the Officer making inspection of any house shall examine the state of the house in relation to the following matters, namely:—

(1) The arrangements for preventing the contamination of the water supply.

(2) Closet accommodation.

(3) Drainage.

(4) The condition of the house in regard to light, the free circulation of air, dampness, and cleanliness.

(5) The paving, drainage, and sanitary condition of any yard or out-houses belonging to or occupied with the house.

(6) The arrangements for the deposit of refuse and ashes.

(7) The existence of any room which would by virtue of sub-section (1) of Section 18 of the Act be a house so dangerous or injurious to health as to be unfit for human habitation.

(8) Any defects in other matters which may tend to render the house dangerous or injurious to the health of an inhabitant.

29. Records of the inspection of houses made under and for the purposes of Section 8 of the Act shall be prepared under the direction and supervision of the Medical Officer of Health, and shall be kept by the Officer of the Local Authority making the inspection or by some other Officer appointed or employed for the purpose by the Local Authority.

The records may be kept in a book or books or on separate sheets or cards, and shall contain information, under appropriate headings, as to:—

(1) The situation of the house, and its name or number.

(2) The name of the Officer who made the inspection.

(3) The date when the house was inspected.

(4) The date of the last previous inspection and a reference to the record thereof.

(5) The state of the house in regard to each of the matters referred to in Article 28 of these Regulations.

(6) Any action taken by the Medical Officer of Health, or other Officer of the Local Authority, either independently or on the directions of the Local Authority.

(7) The result of any action so taken.

(8) Any further action which should be taken in respect of the house.

30. The Local Authority shall, as far as may be necessary, take in consideration at each of their ordinary meetings the records kept in pursuance of Article 29 of these Regulations, and shall give all such directions and take all such action within their powers as may be necessary or desirable in regard to any house to which the records relate, and a note of any directions so given and the result of any action taken shall be added to the records.

31. The Medical Officer of Health shall include in his Annual Report information and particulars in tabular form in regard to the number of houses inspected under and for the purposes of Sections 11 and 18 of the Act, the number of houses which on inspection were considered to be in a state so dangerous or injurious to health as to be unfit for human habitation, the number of representations made to the Local Authority with a view to the making of closing orders, the number of closing orders made, the number of houses the defects in which were remedied without the making of closing orders, the number of houses which after the making of closing orders were put into a fit state for human habitation, and the general character of the defects found to exist. He shall also include any other information and particulars which he may consider desirable in regard to the work of inspection under the said Section.

32. The Mediacl Officer of Health and any other Officer of the Local Authority shall observe and execute all lawful orders and directions of the Local Authority in regard to or incidental to the inspection of the district of the Local Authority under and for the purposes of Section 8 of the Act, and the execution of this Part of these Regulations.

PART V.—RATES OF INTEREST.

33. The rate of interest on expenses incurred by a Local Authority under Section 3 of the Act, shall be the rate of five per cent. per annum

Provided that nothing in this Article shall affect the rate of interest on any expenses incurred by a Local Authority before the date of these Regulations.

PART VI.—RESTRICTIONS ON ACQUISITION OF CERTAIN LANDS.

34. The prescribed distance for the purposes of sub-section (1) of Section 104 of the Act shall, in the case of Windsor Castle, Windsor Great Park, and Windsor Home Park, be two miles, and, in the case of any other Royal Palace or Park, be half-a-mile.

First Schedule.

THE HOUSING ACT, 1925.

ORDER FOR THE PURPOSE OF THE COMPULSORY ACQUISITION OF LANDS.

The[1] hereby make the following Order:—

1. The provisions of the Lands Clauses Acts with respect to the purchase and taking of land otherwise than by agreement are, subject as hereinafter provided, hereby put in force as respects the purchase by the[1] of the lands described in the Schedule hereto for the purposes of Part III of the Housing Act, 1925.

2. The Lands Clauses Acts (except Section 127 of the Lands Clauses Consolidation Act, 1845), as modified, varied or amended by the Third Schedule of the Housing Act, 1925, the Acquisition of Land (Assessment of Compensation) Act, 1919, and Sections 77 to 85 of the Railways Clauses Consolidation Act, 1845, are, subject to the necessary adaptions, incorporated with this Order, and the provisions of those Acts shall apply accordingly.

3[2]. The sums agreed upon or awarded for the purchase of the lands described in the Schedule to this Order, being glebe land or other land belonging to an ecclesiastical benefice, or to be paid by way of compensation for the damage to be sustained by the owner by reason of severance or other injury affecting any such land, shall not be paid as directed by the Lands Clauses Acts, but shall be paid to the Ecclesiastical Commissioners to be applied by them as money paid to them upon a sale, under the provisions of the Ecclesiastical Leasing Acts, of land belonging to a benefice.

[3.] This Order shall come into operation as from the date of its confirmation by the Minister of Health.

[4.] This Order may be cited as the[3] Order 19 .

THE SCHEDULE above referred to.

Numbers on Plan deposited at the Offices of the [1]	Quantity Description and Situation of the Lands.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.

Given under the Seal of the[1] this day of 19 .

(L.S.)

[1] Here insert title of the Authority making the Order.

[2] Insert this Article where the lands described in the Schedule to the Order include glebe land or other land belonging to an ecclesiastical benefice.

[3] Here insert a suitable short title which should include the word "Housing."

Second Schedule.

FORM OF CERTIFICATE OF REGISTRATION.

Certificate of Registration of a Local Bond.

No.....

..... % Local Bond for £..... issued by.....

REPAYABLE.....19 , ...

.....

at the office of the Local Authority (*see* back).

THIS is to certify that.....of.....

.....is the registered holder of a local bond for .....pounds (£) issued by the above-named Local Authority under the Housing Act, 1925, and Part III of the Housing Regulations, 1925.

Signed.....

Registrar.

Date.,.....

No deed transferring the whole or any part of the Registered Bonds represented by this certificate will be registered until the certificate has been delivered to the Registrar of the Authority.

Change of address must be notified to the Registrar.

Issue of Local Bonds.

1. Local bonds are issued at par and interest will be payable half-yearly on the thirty-first day of March and the thirtieth day of September. The bonds will bear interest from the date of purchase. *When the total holding does not exceed £50 interest will be paid yearly on the thirty-first day of March.

2. Local bonds are issued for amounts of five, ten, twenty, fifty or one hundred pounds or multiples of one hundred pounds.

3. Local bonds are issued for periods of five or more years and are repayable at par at the office of the Local Authority at the end of the period of issue. No interest will be payable thereon in respect of any period after the date on which the bond is repayable.

4. Local bonds are secured upon all the rates, revenues and property of the Local Authority, including the grant to be paid by the Government in aid of the Housing Scheme.

5. Trustees may invest in local bonds unless expressly forbidden by the instrument creating the Trust.

6. Local bonds may be transferred (free of expense†) from one person to another by the execution of a transfer deed

* To be omitted if the Local Authority does not adopt this provision.

† To be omitted if the Local Authority have not compounded for stamp duty.

to be lodged with the bond certificate at the office of the Local Authority.

7. If at any time the holder of a local bond purchases a house erected by a Local Authority under the Housing Acts, the bond will be accepted at face value, together with accrued interest, in part payment of the purchase price.

8. No income tax will be deducted at the source from the interest on the bonds when the total holding does not exceed £100, but the holders will be assessable to income tax in the ordinary way to the extent of their liability.

FORM OF DEED OF TRANSFER.

Registered Local Bonds.

I,
in consideration of the sum of
paid by
hereinafter called the Transferee do hereby assign and transfer to the said Transferee :—
To hold unto the Transferee, Executors, Administrators, and Assigns subject to the several conditions on which held the same immediately before the execution hereof; and the said Transferee do hereby agree to accept and take the said subject to the conditions aforesaid.
As Witness our Hands and Seals, this day of
in the Year of our Lord One Thousand Nine Hundred and

Third Schedule.

REGULATIONS AND ORDERS REVOKED.

Date of Regulations or Order.	Subject or Short Title.	Extent of Repeal.
2nd September, 1910	The Housing (Inspection of District) Regulations, 1910.	The whole Regulations.
2nd September, 1910	Prescribing distance under Section 74 of the Housing, Town Planning, &c. Act, 1909.	The whole Regulations.
29th August, 1919 ..	The Housing Acts (Compulsory Purchase) Regulations, 1919.	The whole Regulations.
6th February, 1920..	The Housing Acts (Compulsory Purchase) Amendment Regulations, 1920.	The whole Regulations.
25th February, 1920	The Housing (Local Bonds) Regulations, 1920.	The whole Regulations.
26th August, 1921 ..	The Ministry of Health (Rates of Interest) Order, 1921.	The whole of these Orders, except so far as they fix the rate of interest on advances under Section 1 of the Small Dwellings Acquisition Act, 1899.
17th June, 1922 ..	The Ministry of Health (Rates of Interest) Amendment Order, 1922.	
5th December, 1922	The Ministry of Health (Rates of Interest) Amendment Order (No. 2), 1922.	

Given under the Official Seal of the Minister of Health this First day of September, in the year One thousand nine hundred and twenty-five.

(L.S.) *R. B. Cross,*
Assistant Secretary, Ministry of Health.

We approve these Regulations.

George Hennessy,
Curzon,
Two of the Lords Commissioners of His Majesty's Treasury.

MOTOR-CYCLE LICENCES.

There appears to be some misunderstanding on the part of owners of motor-cycle sidecar combinations as to the correct position for the licence, and the Ministry of Transport announce that under para. 4 (3) (*b*) of the Road Vehicles (Registration and Licensing) Regulations, 1924, two positions are permitted : (1) On the near side of the handlebar of the cycle ; (2) on the near side of the combination in front of the driving seat.

Several manufacturers have continued under a misapprehension to supply combinations with the licence-holder attached to the front number plate of the cycle, a position which, although correct under the provisional Regulations of 9th March, 1921, is held not to comply with the regulations now in force. In view of the fact that large numbers of motor-cyclists are unwittingly committing a breach of the regulations, it has been suggested to Chief Constables that proceedings should not be taken for technical offences arising out of this mistake in manufacture until there has been time for owners to be made aware of the matter and to purchase and fit new licence-holders, the date suggested being 1st October, 1925. Owners of motor-cycle sidecar combinations are, therefore, advised to ensure that before that date their licences are displayed in a correct position.

Obituary.

[Information intended for insertion in the current issue should reach us not later than Thursday morning.]

SIR PATRICK AGNEW.

Sir Patrick Dalreagle Agnew, K.B.E., died at Oxford recently, at the age of fifty-seven. Born in Victoria, Australia, he was educated at Bedford School and at Balliol, joined the Indian Civil Service in 1889, and was Assistant Commissioner in the Punjab till 1898, when he became Deputy Commissioner. Twelve years later he was appointed a Divisional Judge, and in 1913 became Officiating Judge of the Chief Court. He retired in 1914, and was managing director and vice-chairman of the Central Prisoners of War Committee from 1916 to 1919. He was a Knight of Grace of the Order of St. John of Jerusalem, and married, in 1897, Elizabeth Frances Seaton, daughter of Lieutenant-Colonel C. F. Massy, Indian Army, of Granstown, Tipperary, who survives him.

MR. A. M. BRAMALL.

Mr. Arthur Mellor Bramall, who died on 21st August at his residence at Sonning-on-Thames, Berkshire, was admitted in 1877, and was a member of The Law Society. In early life he was closely associated with the Earl of Oxford and Asquith, they being neighbours, and attended the City of London School together. Mr. Bramall was one of the first solicitors, if not actually the first, to deliver a brief to the then Mr. Asquith.

Mr. Bramall (who entered into partnership with Dr. White, the present town clerk of Stoke Newington, and whose association with him lasted until a year or two ago) was Solicitor to the Islington Borough Council for thirty years, and he also acted for the Hungarian Legation, the Institution of Municipal and County Engineers, the Institution of Professional Civil Servants, and other public bodies. He had considerable gifts as an advocate, and up to the war had, as a member of the Eighty Club, done a large amount of public speaking at political meetings all over the country in the Liberal interest. It was his practice not to brief counsel, but to appear himself in the courts in which solicitors have a right of audience, and it was while thus appearing on behalf of the borough council in what was known as the "What is Whisky" case, that he met and vanquished the redoubtable Fletcher Moulton, who, of course, was pre-eminent in cases of a scientific nature. The question was afterwards settled by a Royal Commission.

Mr. Bramall had a considerable practice in the Privy Council in cases from the Far East, and in fact the last case in which he acted was heard before the Privy Council in July last, and was that of *Saklat* v. *Bella*, in which the interesting point was argued as to whether a Parsee by adoption, and not by birth, was entitled to be admitted to the Fire Temple in Rangoon.

He leaves two sons surviving, viz., Mr. Claud A. Bramall, LL.B., and Mr. Brian Bramall, by whom the practice will be carried on.

MR. JAMES DODD.

The death occurred at his residence in Lincoln's Inn, on Monday the 31st ulto., of Mr. James Jonas Dodd, solicitor, at the age of sixty-three. Mr. Dodd was admitted in 1884, and in partnership with his brother, Mr. Alderman C. W. Dodd (the ex-Mayor of Lewisham) carried on business at 11 New-square, Lincoln's Inn and at 77 High-street, Lewisham. He was the eldest son of the late Mr. James Henry Dodd of Lee, and was educated at the Colfe Grammar School, and in France, subsequently serving his articles with the late firm of Messrs. Turner & Low, of King-street, Cheapside. Mr. Dodd afterwards practised for many years at West Hartlepool, and was for some time a member of the Town Council of that Borough. He returned to London about fifteen years ago when the partnership with his brother was entered into, since which time it has been carried on as James and Charles Dodd, at Lewisham and Lincoln's Inn. He acted as a poor man's lawyer for two settlements, one at Paddington, and the other at Hoxton. He unsuccessfully contested Hereford and Marylebone in the Labour interest at two recent General Elections, was a keen advocate of legal reform, delivered several addresses upon that subject before the Law Society, and was one of the witnesses who gave evidence before the Divorce commission. Mr. Dodd was a writer of some considerable ability and frequently contributed articles to the Press on a variety of subjects. Under the pseudonym of "Arnold Crossley" he wrote a series of books on subjects affecting children. At the time of his death he had in the Press his version of the closing chapters of Charles Dickens's unfinished novel "Edwin Drood," the passing of the final proofs of which occupied him during the last days of his life.

Legal News.

ADMINISTRATION OF JUSTICE ACT, 1925.

Our readers are reminded that new forms of Administration Bonds are necessary for use in the Principal and District Registries on and after the 1st October, 1925. They have just been published by The Solicitors' Law Stationery Society, Limited, 104, Fetter Lane, E.C.4.

Appointment.

Mr. Bernard D. Storey, Assistant Town Clerk of Brighouse, has been appointed assistant solicitor in the office of Mr. Harold W. Stanton, the Town Clerk of West Hartlepool. Mr. Storey was admitted in 1923.

Deaths.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

HAMILTON.—On the 3rd September, at 13, Grosvenor-terrace, Glasgow, John Andrew Hamilton, of Messrs. J. and J. Hamilton, solicitors, Glasgow.

MOTUM.—On the 7th inst., at Scarborough, Mr. Hill Motum, solicitor and ex-town clerk of Newcastle, aged eighty-four.

DAVIS.—On the 29th August, Alfred Samuel Davis, for 36 years Chancery clerk and faithful servant of Messrs. Few and Co., solicitors, of 19, Surrey-street, Strand, aged sixty-eight.

BLACKWELL.—On the 31st August, in a nursing home, P. T. Blackwell, formerly of 1, Crown Office-row, Temple, barrister-at-law, aged seventy-eight.

RICKEARD.—On the 5th September, 1925, at 10, Queen's-gate, Plymouth, William Wills Rickeard, solicitor, of the firm of Messrs. Rickeard & Co., of 1, Sussex Street, Plymouth.

Wills and Bequests.

Mr. Charles Henry Beech, (aged fifty-six), solicitor, of Singleton-road, Kersal, Salford, left estate of the gross value of £6,101.

Mr. Joe Woodhouse, solicitor, of Dryclough, Thetford-road, New Malden, left estate of the gross value of £2,000.

Mr. Leicester Caldecutt, solicitor, of King-street, Knutsford, Cheshire, of the firm of Messrs. Sedgley, Caldecutt & Co., who died on 11th July last, aged fifty-eight, left estate of the gross value of £13,380. The testator left (*inter alia*) £50 each to his clerks, William Clayton and Wilfred Wragg, if still in his service; and £10 each similarly to each other clerk in his service at his decease and not under notice if of two years' service.

Professional Information.

Messrs. Ellis Corbould-Mitchell & Warren, Solicitors, have removed their offices from Stafford-house, 14-18 King William-street, E.C., to No. 14 Bedford-row, W.C.1, as from Tuesday, the 29th inst.

CONFERENCE OF CERTIFIED ACCOUNTANTS.

The autumnal conference of Certified Accountants will be held in Harrogate, from Friday to Monday, September 25th to 28th, and on the morning of the 26th September. Mr. John M. Biggar, the President of the Association, will deliver his presidential address.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement. Thursday, 24th September, 1925.

	Middle Price. 16th Sept.	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	101 15/16	4 18 0	4 17 6
War Loan 4½% 1925-45	96¾	4 13 0	4 18 0
War Loan 4% (Tax free) 1929-42	99¼xd	4 0 6	4 0 0
War Loan 3½% 1st March 1928	97	3 12 6	5 1 0
Funding 4% Loan 1960-90	89½	4 9 6	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92⅝	4 6 6	4 9 0
Conversion 4½% Loan 1940-44	96⅞	4 13 0	4 16 6
Conversion 3½% Loan 1961	76⅛	4 11 6	—
Local Loan 3% Stock 1921 or after	65⅛	4 12 0	—
Bank Stock	256	4 13 6	—
India 4½% 1950-55	90½	4 19 6	5 4 0
India 3½%	67	5 4 6	—
India 3%	57⅝	5 4 0	—
Sudan 4½% 1939-73	95¼	4 14 6	4 17 6
Sudan 4% 1974	89	4 10 0	4 16 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80¼	3 14 6	4 10 6
Colonial Securities.			
Canada 3% 1938	82	3 14 0	4 19 6
Cape of Good Hope 4% 1916-36	91xd	4 8 0	5 0 6
Cape of Good Hope 3½% 1929-49	80	4 8 0	5 0 0
Commonwealth of Australia 4½% 1940-60	98¾	4 16 6	4 18 0
Jamaica 4½% 1941-71	92¼xd	4 17 0	4 17 0
Natal 4% 1937	91⅜	4 7 6	5 0 0
New South Wales 4½% 1935-45	93½	4 16 6	5 1 6
New South Wales 4% 1942-62	83⅜	4 15 6	5 0 0
New Zealand 4½% 1944	95½	4 14 6	4 19 0
New Zealand 4% 1929	97⅜	4 2 0	5 1 0
Queensland 3½% 1945	77	4 11 0	5 8 0
South Africa 4% 1943-63	87½	4 12 0	4 16 0
S. Australia 3½% 1926-36	85½	4 2 0	5 7 6
Tasmania 3½% 1920-40	83½	4 3 6	5 1 6
Victoria 4% 1940-60	83¾	4 15 6	4 19 0
W. Australia 4½% 1935-65	93	4 16 6	4 18 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	64½	4 13 6	—
Bristol 3½% 1925-65	75⅝	4 13 0	5 0 0
Cardiff 3½% 1935	88	3 19 6	5 0 6
Croydon 3% 1940-60	67	4 9 6	5 1 0
Glasgow 2½% 1925-40	77	3 5 0	4 11 6
Hull 3½% 1925-55	77	4 11 0	4 19 0
Liverpool 3½% on or after 1942 at option of Corpn.	75	4 13 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64	4 14 0	—
Manchester 3% on or after 1941	64¼	4 13 6	
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	64¼	4 13 0	4 13 6
Middlesex C.C. 3½% 1927-47	81	4 6 6	4 19 6
Newcastle 3½% irredeemable	74	4 14 6	—
Nottingham 3% irredeemable	63¼	4 14 6	—
Plymouth 3% 1920-60	69½	4 6 6	4 18 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	93	5 7 0	—
L. North Eastern Rly. 4% Debenture	79	5 1 0	—
L. North Eastern Rly. 4% Guaranteed	76¾	5 4 6	—
L. North Eastern Rly. 4% 1st Preference	69¾	5 15 0	—
L. Mid. & Scot. Rly. 4% Debenture	81	4 19 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5 3 0	—
L. Mid. & Scot. Rly. 4% Preference	70⅜	5 13 0	—
Southern Railway 4% Debenture	80¾	4 19 0	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	90½	5 10 6	—